

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 Of 32		
2. Contract (Proc. Inst. Ident) No. W56HZV-07-C-0301		3. Effective Date 2007MAR28		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By U.S. ARMY TACOM LCMC AMSTA-PM-LAV-B DOUGLAS W. CLEVELAND (586)574-6834 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: CLEVELAD@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) Code S2101A DCMA MARYLAND 217 EAST RED WOOD ST SUITE 1800 BALTIMORE, MD 21202-5299 SCD C PAS NONE ADP PT HQ0338				
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) THE SURVICE ENGINEERING COMPANY 4695 MILLENNIUM DRIVE BELCAMP, MD 21017-1505 TYPE BUSINESS: Other Small Business Performing in U.S.			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below)				
			9. Discount For Prompt Payment				
			10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12		
Code 7T988	Facility Code		To The Address Shown In:				
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By Code HQ0338 DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS, OH 43218-2264				
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(1)			14. Accounting And Appropriation Data SEE SECTION G				
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Fixed-Price Redetermination	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
FMS REQUIREMENT							
Contract Expiration Date: 2010MAR31			15G. Total Amount Of Contract		\$405,655.00		
16. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	23
X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	16	X	J	List of Attachments	32
	D	Packaging and Marking		Part IV - Representations And Instructions			
	E	Inspection and Acceptance		K	Representations, Certifications, and Other Statements of Offerors		
X	F	Deliveries or Performance	18				
X	G	Contract Administration Data	19				
X	H	Special Contract Requirements	21	L	Instrs., Conds., and Notices to Offerors		
				M	Evaluation Factors for Award		
Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number W56HZV07R0168 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer MARCIA A. CZAR CZARM@TACOM.ARMY.MIL (586)574-8361			
19B. Name of Contractor By _____ (Signature of person authorized to sign)		19c. Date Signed		20B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		20C. Date Signed 2007MAR28	

NSN 7540-01-152-8069

PREVIOUS EDITIONS UNUSABLE

25-106

GPO : 1985 0 - 478-632

Standard Form 26 (Rev. 4-85)

Prescribed By GSA-FAR (4.8 CFR) 53.214(a)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-C-0301 MOD/AMD	Page 2 of 32
Name of Offeror or Contractor: THE SURVICE ENGINEERING COMPANY		

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2006

(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) Unless otherwise authorized in this solicitation, you are required to submit your offer, bid, or quote electronically, normally via email or datafax. For detailed information about submitting your offer electronically, please see <http://contracting.tacom.army.mil/acqinfo/ebidnotice.htm>.

- (1) The proper TACOM addresses for offer submission are:
- (i) RFQs: Email your quote to the contract specialist's email address found on the RFQ cover sheet or the DD Form 1155.
 - (ii) RFP and Sealed Bidding: Email your offer to: offers@tacom.army.mil If you datafax your proposal/bid, address your header to: offers@tacom.army.mil and fax to the TACOM Network fax Server at datafax number 1-586-574-5527.

(2) When datafaxing or emailing an offer, the submitted file cannot exceed 7 megabytes. Clearly state Quote, Offer, or Bid on your fax cover page or on the subject line of the e-mail. Use only one of the terms Quotation, Offer, or Bid depending on the solicitation type. Include your company name and annotate the proper internal TACOM address for proper internal routing.

(3) Authentication for datafax submission is verified by the offeror returned address. Quotes, Bids, or Offers may be sent via datafax using a personal computer or a standalone datafax machine. If you are submitting a datafax, a confirmation of receipt for TACOM-Warren will not be sent.

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil . If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.aptac-us.org/new/> to find a location near you.

[End of Clause]

EXECUTIVE SUMMARY

This acquisition is for Test Services and Systems/Safety Engineering Services for the programs of the Program Managers Office, Light Armored Vehicles (PMO LAV). The acquisition is being solicited for one year of service, with Government options for two additional years of service. This acquisition is being solicited to result in a Firm-Fixed-Price, Indefinite Quantity contract. The services being procured are as follows:

	Minimum Hours	Maximum Hours
Initial Year	2,400	4,000
First Year Option	500	4,000
Second Year Option	500	4,000

Travel costs necessary for performing the services procured will be separate from the service labor and shall be proposed, and incorporated into the contract, on a cost-reimbursement, no fee, basis.

*** END OF NARRATIVE A 0001 ***

ACCEPTANCE APPENDIX

Award is made under contract W56HZV-07-C-0301 to The Survice Engineering Company based on its offer submitted in response to Request for Proposals W56HZV-07-R-0168. This indefinite delivery contract is established for up to the maximum number of hours of service for the contract (4,000 hours) and for each individual CLIN. This award also constitutes the initial delivery order of 2,600 hours of service as follows:

CLIN	Minimum Hours	Maximum Hours	Hours This Order	Hourly Rate	Total This Order	Remaining Hours	Remaining Dollars
0001AA	800	1,500	800	\$125.20	\$100,160	700	\$87,640
0002AA	100	400	100	\$103.11	\$ 10,310	300	\$30,933
0003AA	800	1,500	1,000	\$147.23	\$147,230	500	\$73,615
0004AA	300	800	300	\$157.78	\$ 47,334	500	\$78,890
0005AA	400	1,100	400	\$119.23	\$ 47,692	700	\$83,461
Total	2,400	4,000*	2,600		\$352,726	1,400*	

*Regardless of the total of the maximum hours and the remaining hours per CLIN, the total maximum number of hours for the contract is 4,000, and the total number of hours remaining that could be added to the contract by delivery order is 1,400.

In addition to the above, travel costs are added to the contract on a cost-plus-no-fee basis for up to the maximum number of hours for each CLIN. These CLINs are awarded as follows:

CLIN	Amount
0001AB	\$10,964
0002AB	\$ 2,789
0003AB	\$ 5,057
0004AB	\$ 8,066
0005AB	\$26,053
Total	\$52,929

*** END OF NARRATIVE A 0002 ***

Name of Offeror or Contractor: THE SURVICE ENGINEERING COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																	
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																					
0001	SECURITY CLASS: Unclassified																					
0001AA	<p><u>TEST SERVICES - LAV-C2 PROGRAM</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: TEST SUPPORT - SURVICE ENG PRON: T67DAV504K PRON AMD: 02 ACRN: AA AMS CD: 622601H91LV CUSTOMER ORDER NO: M9545007MPR7AC9</p> <p>This is a Fixed-Price Indefinite Quantity CLIN.</p> <p>The minimum quantity for this CLIN is 800 hours.</p> <p>The maximum quantity for this CLIN is 1,500 hours.</p> <p>Hourly Rate: \$125.20</p> <p>The initial delivery order of services for this CLIN is for 800 hours at a total amount of \$100,160.</p> <p>The status of service effort under this CLIN is as follows:</p> <table><tr><td>Maximum:</td><td>1,500 hours</td><td>\$187,800</td></tr><tr><td>Contract Award:</td><td>800 hours</td><td>\$100,160</td></tr><tr><td>Available for future delivery orders:</td><td>700 hours</td><td>\$ 87,640</td></tr></table> <p>(End of narrative B001)</p> <p>The Contractor shall provide test and systems/safety engineering services for the USMC LAV C2 Program in accordance with Section C of the contract.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>0</td><td>31-MAR-2008</td></tr></table> <p>\$ 100,160.00</p>	Maximum:	1,500 hours	\$187,800	Contract Award:	800 hours	\$100,160	Available for future delivery orders:	700 hours	\$ 87,640	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-MAR-2008	LO		\$ 100,160.00
Maximum:	1,500 hours	\$187,800																				
Contract Award:	800 hours	\$100,160																				
Available for future delivery orders:	700 hours	\$ 87,640																				
DLVR SCH		PERF COMPL																				
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>																				
001	0	31-MAR-2008																				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
0001AB	<p>TEST SERVICES TRAVEL - LAV-C2 PROGRAM</p> <p>CLIN CONTRACT TYPE: Cost Contract</p> <p>NOUN: TEST SERVICES TRAVEL - USMC</p> <p>PRON: T67DAV554K PRON AMD: 01 ACRN: AA</p> <p>AMS CD: 622601H91LV</p> <p>CUSTOMER ORDER NO: M9545007MPR7AC9</p> <p>This is a cost only reimbursement (no fee) CLIN.</p> <p>Cost: \$10,964.00</p> <p>(End of narrative B001)</p> <p>Travel as necessary to provide the test and systems/safety engineering services required by CLIN 0001AA.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td></tr><tr><td>001</td><td>0</td></tr><tr><td></td><td>31-MAR-2008</td></tr></table> <p>\$ 10,964.00</p>	DLVR SCH	PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	001	0		31-MAR-2008				\$ 10,964.00
DLVR SCH	PERF COMPL												
<u>REL CD</u>	<u>QUANTITY</u>												
001	0												
	31-MAR-2008												
0002	SECURITY CLASS: Unclassified												
0002AA	<p>TEST SERVICES - ITSS PROGRAM</p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price</p> <p>NOUN: SURVICE ENGINEER SUPPORT</p> <p>PRON: T67DAV304K PRON AMD: 02 ACRN: AB</p> <p>AMS CD: 42380800000</p> <p>CUSTOMER ORDER NO: M9545007MP72005</p> <p>This is a Fixed-Price Indefinite Quantity CLIN.</p> <p>The minimum quantity for this CLIN is 100 hours.</p> <p>The maximum quantity for this CLIN is 400 hours.</p> <p>Hourly Rate: \$103.11</p> <p>The initial delivery order of services for this CLIN is for 100 hours at a total amount of \$10,310.</p>		LO		\$ 10,310.00								

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		PIIN/SIIN W56HZV-07-C-0301		MOD/AMD	
Name of Offeror or Contractor: THE SURVICE ENGINEERING COMPANY					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The status of service effort under this CLIN is as follows:</p> <p>Maximum: 400 hours \$41,244 Contract Award: 100 hours \$10,310 Available for future delivery orders: 300 hours \$30,933</p> <p>(End of narrative B001)</p> <p>The Contractor shall provide test and systems/safety engineering services for the USMC ITSS Program in accordance with Section C of the contract.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-MAR-2008</p> <p>\$ 10,310.00</p>				
0002AB	<p><u>TEST SERVICES TRAVEL - ITSS PROGRAM</u></p> <p>CLIN CONTRACT TYPE: Cost Contract NOUN: TEST SERVICES TRAVEL - USMC PRON: T67DAV314K PRON AMD: 01 ACRN: AB AMS CD: 42380800000 CUSTOMER ORDER NO: M9545007MP72005</p> <p>This is a cost only reimbursement (no fee) CLIN.</p> <p>Cost: \$2,789.00</p> <p>(End of narrative B001)</p> <p>Travel as necessary to provide the test and systems/safety engineering services required by CLIN 0002AA.</p> <p>(End of narrative C001)</p>				\$ 2,789.00

CONTINUATION SHEET		Reference No. of Document Being Continued			Page 7 of 32
		PIIN/SIIN W56HZV-07-C-0301		MOD/AMD	
Name of Offeror or Contractor: THE SURVICE ENGINEERING COMPANY					
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-MAR-2008 \$ 2,789.00				
0003	SECURITY CLASS: Unclassified				
0003AA	<u>TEST SERVICES - LAV A2 PROGRAM</u> CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: TEST SERVICES - USMC PROGRAMS PRON: T67DAV064K PRON AMD: 01 ACRN: AB AMS CD: 42380800000 CUSTOMER ORDER NO: M9545006MP62106 This is a Fixed-Price Indefinite Quantity CLIN. The minimum quantity for this CLIN is 800 hours. The maximum quantity for this CLIN is 1,500 hours. Hourly Rate: \$147.23 The initial delivery order of services for this CLIN is for 1,000 hours at a total amount of \$147,230. The status of service effort under this CLIN is as follows: Maximum: 1,500 hours \$220,845 Contract Award: 1,000 hours \$147,230 Available for future delivery orders: 500 hours \$ 73,615 (End of narrative B001) The Contractor shall provide test and systems/safety engineering services for the USMC LAV A2 Program in accordance with Section C of the contract. (End of narrative C001)				\$ 147,230.00

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Name of Offeror or Contractor: THE SURVICE ENGINEERING COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-MAR-2008 \$ 147,230.00				
0003AB	<u>TEST SERVICES TRAVEL - LAV A2 PROGRAM</u> CLIN CONTRACT TYPE: Cost Contract NOUN: TEST SERVICE TRAVEL - USMC PRON: T67DAV074K PRON AMD: 01 ACRN: AB AMS CD: 42380800000 CUSTOMER ORDER NO: M9545006MP62106 This is a cost only reimbursement (no fee) CLIN. Cost: \$5,057.00 (End of narrative B001) Travel as necessary to provide the test and systems/safety engineering services required by CLIN 0003AA. (End of narrative C001)				\$ 5,057.00
	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-MAR-2008 \$ 5,057.00				
0004	SECURITY CLASS: Unclassified				
0004AA	<u>TEST SERVICES - LAV-PC PROGRAM</u> CLIN CONTRACT TYPE:				\$ 47,334.00

CONTINUATION SHEET		Reference No. of Document Being Continued			Page 9 of 32																		
		PIIN/SIIN W56HZV-07-C-0301	MOD/AMD																				
Name of Offeror or Contractor: THE SURVICE ENGINEERING COMPANY																							
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	<p>Firm-Fixed-Price</p> <p>NOUN: TEST SERVICES - USMC PROGRAMS</p> <p>PRON: T67DAV414K PRON AMD: 01 ACRN: AA</p> <p>AMS CD: 622601H91LV</p> <p>CUSTOMER ORDER NO: M9545007MPR7AU7</p> <p>This is a Fixed-Price Indefinite Quantity CLIN.</p> <p>The minimum quantity for this CLIN is 300 hours.</p> <p>The maximum quantity for this CLIN is 800 hours.</p> <p>Hourly Rate: \$157.78</p> <p>The initial delivery order of services for this CLIN is for 300 hours at a total amount of \$47,334.</p> <p>The status of service effort under this CLIN is as follows:</p> <table><tr><td>Maximum:</td><td>800 hours</td><td>\$126,224</td></tr><tr><td>Contract Award:</td><td>300 hours</td><td>\$ 47,334</td></tr><tr><td>Available for future delivery orders:</td><td>500 hours</td><td>\$ 78,890</td></tr></table> <p>(End of narrative B001)</p> <p>The Contractor shall provide test and systems/safety engineering services for the USMC LAV PC Program in accordance with Section C of the contract.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>0</td><td>31-MAR-2008</td></tr></table> <p>\$ 47,334.00</p>	Maximum:	800 hours	\$126,224	Contract Award:	300 hours	\$ 47,334	Available for future delivery orders:	500 hours	\$ 78,890	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-MAR-2008				
Maximum:	800 hours	\$126,224																					
Contract Award:	300 hours	\$ 47,334																					
Available for future delivery orders:	500 hours	\$ 78,890																					
DLVR SCH		PERF COMPL																					
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>																					
001	0	31-MAR-2008																					
0004AB	<p><u>TEST SERVICES TRAVEL - LAV-PC PROGRAM</u></p> <p>CLIN CONTRACT TYPE:</p> <p>Cost Contract</p> <p>NOUN: TEST SERVICES TRAVEL - USMC</p> <p>PRON: T67DAV424K PRON AMD: 01 ACRN: AA</p> <p>AMS CD: 622601H91LV</p> <p>CUSTOMER ORDER NO: M9545007MPR7AU7</p>				\$ 8,066.00																		

Name of Offeror or Contractor: THE SURVICE ENGINEERING COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>This is a cost only reimbursement (no fee) CLIN.</p> <p>Cost: \$8,066.00</p> <p style="text-align: center;">(End of narrative B001)</p> <p>Travel as necessary to provide the test and systems/safety engineering services required by CLIN 0004AA.</p> <p style="text-align: center;">(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-MAR-2008</p> <p style="text-align: right;">\$ 8,066.00</p>				
0005	SECURITY CLASS: Unclassified				
0005AA	<p><u>TEST SERVICES - LAV SANG PROGRAMS</u></p> <p>CLIN CONTRACT TYPE: Firm-Fixed-Price NOUN: LAV-25A1(S)PVT TEST SPT-43MIB PRON: J562T847EH PRON AMD: 02 ACRN: AC AMS CD: JBP051 CUSTOMER ORDER NO: J56JBPLAEHSI FMS CASE IDENTIFIER: SI-B-JBP</p> <p>This is a Fixed-Price Indefinite Quantity CLIN.</p> <p>The minimum quantity for this CLIN is 400 hours.</p> <p>The maximum quantity for this CLIN is 1,100 hours.</p> <p>Hourly Rate: \$119.23</p> <p>The initial delivery order of services for this CLIN is for 400 hours at a total amount of \$47,692.</p> <p>The status of service effort under this CLIN is as follows:</p> <p>Maximum: 1,100 hours \$131,153 Contract Award: 400 hours \$ 47,692</p>		LO		\$ 47,692.00

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Name of Offeror or Contractor: THE SURVICE ENGINEERING COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Available for future delivery orders: 700 hours \$ 83,461</p> <p>(End of narrative B001)</p> <p>The Contractor shall provide test and systems/safety engineering services for the SANG LAV Programs in accordance with Section C of the contract.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 31-MAR-2008</p> <p>\$ 47,692.00</p>				
0005AB	<p><u>TEST SERVICES TRAVEL - LAV SANG PROGRAMS</u></p> <p>CLIN CONTRACT TYPE: Cost Contract NOUN: TEST SERVICES TRAVEL - SANG PRON: J562T850EH PRON AMD: 02 ACRN: AC AMS CD: JBP051 CUSTOMER ORDER NO: J56JBPLAEHSI FMS CASE IDENTIFIER: SI-B-JBP</p> <p>This is a cost only reimbursement (no fee) CLIN.</p> <p>Cost: \$26,053.00</p> <p>(End of narrative B001)</p> <p>Travel as necessary to provide the test and systems/safety engineering services required by CLIN 0005AA.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p>				\$ 26,053.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	<u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-MAR-2008 \$ 26,053.00				
1001AA	SECURITY CLASS: Unclassified <u>TEST SERVICES - YEAR ONE OPTION</u> NOUN: TEST SERVICES OPTION This is a Fixed-Price Indefinite Quantity CLIN. The minimum quantity for this CLIN is 500 hours. The maximum quantity for this CLIN is 4,000 hours. Hourly Rate: \$122.23 (End of narrative B001) The Contractor shall provide test and systems/safety engineering services for the PMO LAV Programs in accordance with Section C of the contract. (End of narrative C001)		LO		
1001AB	<u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 0 31-MAR-2009 <u>TEST SERVICES TRAVEL - YEAR ONE OPTION</u> NOUN: TEST SERVICES OPTION - TRAVEL This is a cost only reimbursement (no fee) CLIN. Cost: \$50,124 (End of narrative B001)		LO		

Name of Offeror or Contractor: THE SURVICE ENGINEERING COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Travel as necessary to provide the test and systems/safety engineering services required by CLIN 1001AA.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCHPERF COMPL <u>REL CD</u><u>QUANTITY</u><u>DATE</u> 001031-MAR-2009</p>				

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Name of Offeror or Contractor: THE SURVICE ENGINEERING COMPANY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT								
2001	SECURITY CLASS: Unclassified												
2001AA	<p><u>TEST SUPPORT - YEAR TWO OPTION</u></p> <p>NOUN: TEST SUPPORT OPTION</p> <p>This is an Indefinite Quantity CLIN.</p> <p>The minimum quantity for this CLIN is 500 hours.</p> <p>The maximum quantity for this CLIN is 4,000 hours.</p> <p>Hourly Rate: \$126.26</p> <p>(End of narrative B001)</p> <p>The Contractor shall provide test and systems/safety engineering support for the PMO LAV Programs in accordance with Section C of the contract.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>0</td><td>31-MAR-2010</td></tr></table>	DLVR SCH		PERF COMPL	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-MAR-2010		LO	
DLVR SCH		PERF COMPL											
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>											
001	0	31-MAR-2010											
2001AB	<p><u>TEST SUPPORT TRAVEL - YEAR TWO OPTION</u></p> <p>NOUN: TEST SUPPORT OPTION - TRAVEL</p> <p>This is a cost only reimbursement (no fee) CLIN.</p> <p>Cost: \$52,009</p> <p>(End of narrative B001)</p> <p>Travel as necessary to provide the test and systems/safety engineering support required by CLIN 2001AA.</p> <p>(End of narrative C001)</p>		LO										

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Acronyms:

- a. Light Armored Vehicles (LAV)
- b. Program Managers Office, Light Armored Vehicles (PMO LAV)
- c. Family of Light Armored Vehicles (FOLAV)
- d. Marine Corps Operational Test and Evaluation Activity (MCOTEA)
- e. Improved Thermal Sight System (ITSS)
- f. Light Armored Vehicle Command and Control Vehicle (LAV-C2)
- g. Developmental Testing (DT)
- h. Operational Testing (OT)
- i. Production Verification Test (PVT)
- j. Test Integrated Product Team (TIPT)
- k. Test and Evaluation Master Plan (TEMP)
- l. System Safety Working Group (SSWG)
- m. LAV Personnel Carrier (LAV-PC)
- n. Saudi Arabian National Guard (SANG)
- o. Mechanized Infantry Battalion (MIB)
- p. System Engineering Plan (SEP)
- q. Test and Evaluation Strategy (TES)
- r. Test Integration Working Group (TIWG)
- s. (S) following LAV variant name designates vehicle as SANG.

C.2 Scope. This effort supports PMO LAV in managing testing and safety engineering for programs managed by PMO LAV. Travel will be as required by the contract. Work will be performed in Dumfries, VA and other locations as required. These locations may include, but are not limited to, Warren, MI, Quantico, VA, Aberdeen, MD, Yuma, AZ, Owego, NY, London, ON, and McKinney, TX.

C.3 Programs. The Contractor shall provide the test and safety engineering services for the following programs:

C.3.1 USMC Programs

- a. ITSS
- b. LAV-C2
- c. LAV-A2
- d. LAV-PC

C.3.2 SANG Programs

- a. 43rd MIB LAV-25A1(S) PVT (estimated requirement starting Oct 07).
- b. Power Pack integration into an LAV-PC(S) for DT (estimated requirement starting Jan 07).
- c. ITSS integration into the LAV-25A1(S) (estimated requirement starting Jan 07).
- d. 4th/5th Bde. LAV-AG(S)A1, LAV-M(S)A1, LAV-AT(S)A1, and LAV-PC(S)A1 test planning.

C.4 Tasks.

C.4.1 Task 1 Test Services. For the programs listed in paragraph C.3 above, the Contractor shall:

- a. Monitor test programs, budgets, and schedules that evaluate survivability/lethality, suitability, and effectiveness.
- b. Maintain close liaison with Government Test Directors on the schedule and content of Government test events at the Government test sites to minimize test cost, and schedule risk.
- c. Provide management services and analysis of Government test programs by: recommending tests that should be conducted, monitoring the tests being conducted; recommending testing priorities during test programs to minimize schedule delays or cost increases while gathering all appropriate data for the programs; facilitating the Test Incident and Failure Analysis Corrective Action process; and facilitating the development of final test reports.
- d. Monitor the status of testing, attend all Test Incident Scoring Conferences, and review/evaluate and provide recommendations regarding test results.
- e. Establish and coordinate TIPT meetings.
- f. Monitor Contractor tests and review and analyze Contractor test results.
- g. Coordinate with test facilities to facilitate the development of DT and PVT programs.
- h. Coordinate with MCOTEA in the development of OT programs.
- i. Prepare TESs and/or TEMPs, or if appropriate, update and optimize existing TEMPs, for Program Review decisions.
- j. Monitor Contractor production processes to ensure that they are in accordance with quality assurance and manufacturing procedures and will not degrade the vehicle from its original performance characteristics.
- k. Establish and coordinate TIWG meetings.

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1. Attend and support meetings/conferences in the Warren, MI, Washington D.C., Aberdeen, MD, Yuma, AZ, Quantico, VA, and other states/cities as required or directed by PMO LAV. The purpose of the meetings shall be to gather data and information and provide briefs and recommendations as applicable to the test programs.

C.4.2 Task 2 LAV Systems/Safety Engineering Services. For the programs listed in paragraph C.3 above, the Contractor shall:

- a. Provide the system safety engineering for PMO LAV by conducting hazard review and evaluations.
- b. Attend SSWG meetings at PMO LAV, Quantico, VA, or designated contractor facilities.
- c. Provide PMO LAV with Systems Engineering efforts; prepare SEPs, or if appropriate, update and optimize existing SEPs.
- d. Review any updates of program documentation.
- e. Travel as required to perform the above services.

C.5 Monthly Status Report. The Contractor shall submit a monthly status report to PMO LAV in accordance with Data Item A001 (Exhibit A).

*** END OF NARRATIVE C 0001 ***

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SECTION F - DELIVERIES OR PERFORMANCE
Period of Performance

F.1 Basic Year Performance. For the basic year of service, i.e., CLINs 0001AA thru 0005AB, performance shall begin on the date of award for the contract resulting from Request for Proposal W56HZV-07-R-0168, and shall be completed one year after the beginning of performance.

F.2 Optional Years Performance.

F.2.1 For the first option year of service, i.e., CLINs 1001AA and 1001AB, and any other CLINs established under the first option year of service, performance shall begin at a date specified by the Government at the time of exercise of the option, but in no case more than 30 days after exercise of the option, and shall be completed one year after the beginning of performance of the option.

F.2.2 For the second option year of service, i.e., CLINs 2001AA and 2001AB, and any other CLINs established under the second option year of service, performance shall begin at a date specified by the Government at the time of exercise of the option, but in no case more than 30 days after exercise of the option, and shall be completed one year after the beginning of performance of the option.

*** END OF NARRATIVE F 0001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

PRON/										JOB		
LINE	AMS	CD/	OBLG				ORDER	ACCOUNTING		OBLIGATED		
ITEM	MIPIR	ACRN	STAT	ACCOUNTING CLASSIFICATION				NUMBER	STATION	AMOUNT		
0001AA	T67DAV504K	AA	1	21	72040000076D6049P6226012516 S20113				7DA547	W56HZV \$	100,160.00	
	622601H91LV											
	M9545007MPR7AC9											
0001AB	T67DAV554K	AA	1	21	72040000076D6049P6226012516 S20113				7DA554	W56HZV \$	10,964.00	
	622601H91LV											
	M9545007MPR7AC9											
0002AA	T67DAV304K	AB	1	21	72020000076D8030P4238082516 S20113				7DA352	W56HZV \$	10,310.00	
	42380800000											
	M9545007MP72005											
0002AB	T67DAV314K	AB	1	21	72020000076D8030P4238082516 S20113				7DA354	W56HZV \$	2,789.00	
	42380800000											
	M9545007MP72005											
0003AA	T67DAV064K	AB	1	21	72020000076D8030P4238082516 S20113				7DA066	W56HZV \$	147,230.00	
	42380800000											
	M9545006MP62106											
0003AB	T67DAV074K	AB	1	21	72020000076D8030P4238082516 S20113				7DA067	W56HZV \$	5,057.00	
	42380800000											
	M9545006MP62106											
0004AA	T67DAV414K	AA	1	21	72040000076D6049P6226012516 S20113				7DA413	W56HZV \$	47,334.00	
	622601H91LV											
	M9545007MPR7AU7											
0004AB	T67DAV424K	AA	1	21	72040000076D6049P6226012516 S20113				7DA414	W56HZV \$	8,066.00	
	622601H91LV											
	M9545007MPR7AU7											
0005AA	J562T847EH	AC	1	9711	X8242SIO1X6D1000JBP 0512516SIS20113				6DAJBK	W56HZV \$	47,692.00	
	JBP051											
	J56JBPLAEHSI											
0005AB	J562T850EH	AC	1	9711	X8242SIO1X6D1000JBP 0512516SIS20113				6DAJBK	W56HZV \$	26,053.00	
	JBP051											
	J56JBPLAEHSI											
										TOTAL	\$	405,655.00
SERVICE										ACCOUNTING		OBLIGATED
NAME	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION				STATION		AMOUNT			
Army	AA		21	72040000076D6049P6226012516 S20113				W56HZV	\$ 166,524.00			
Army	AB		21	72020000076D8030P4238082516 S20113				W56HZV	\$ 165,386.00			
Army	AC		9711	X8242SIO1X6D1000JBP 0512516SIS20113				W56HZV	\$ 73,745.00			
										TOTAL	\$	405,655.00
ACRN	EDI ACCOUNTING CLASSIFICATION											
AA	21	070720400000	S20113		76D6049622601H91LV2516				7DA413S20113	W56HZV		
AA	21	070720400000	S20113		76D6049622601H91LV2516				7DA414S20113	W56HZV		
AA	21	070820400000	S20113		76D6049622601H91LV2516				7DA547S20113	W56HZV		
AA	21	070820400000	S20113		76D6049622601H91LV2516				7DA554S20113	W56HZV		
AB	21	070720200000	S20113		76D8030423808000002516				7DA066S20113	W56HZV		
AB	21	070720200000	S20113		76D8030423808000002516				7DA067S20113	W56HZV		
AB	21	070720200000	S20113		76D8030423808000002516				7DA352S20113	W56HZV		

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<u>ACRN</u>	<u>EDI ACCOUNTING CLASSIFICATION</u>					
AB	21	070720200000	S20113	76D8030423808000002516	7DA354S20113	W56HZV
AC	97110X0X8242SI01	S20113	X6D1000JBP051000002516	6DAJBKS20113	W56HZV	
	<u>Regulatory Cite</u>		<u>Title</u>			<u>Date</u>
G-1	252.204-7006		BILLING INSTRUCTIONS			OCT/2005

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

[End of Clause]

G-2	52.204-4011	PAYMENT INSTRUCTIONS FOR THE DEFENSE FINANCE AND ACCOUNTING SERVICE				OCT/2005
	(TACOM)	(DFAS)				

In accordance with DFARS PGI 204.7108, the contract shall be paid in accordance with DFARS PGI 204.7108(d)(5), line item specific by cancellation date.

[End of Clause]

G.1 Incremental Payments.

G.1.1 The Contractor may bill the Government incrementally as it provides the services contracted for.

G.1.2 The Contractor shall be paid at the hourly rate listed under the CLIN in Section B.

*** END OF NARRATIVE G 0001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	SEP/2004

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: <http://contracting.tacom.army.mil/awd.htm>
Rock Island: <https://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnnet.pica.army.mil/dbi/DynCBD/award.cfm>
Red River Army Depot: <http://www.redriver.army.mil/contractingframes/RecentAwards.DPD.cfm>
Anniston Army Depot: <http://www.anadprocnnet.army.mil/>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/dpap/ebiz/VANs.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-3	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250 AND WAWF RECEIVING REPORTS	SEP/2006
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(a) The Contractor may use either the Material Inspection and Receiving Report (DD 250) or Wide Area Workflow (WAWF) to process receiving reports for inspection, acceptance, and payment. Use only one method per contract; not both.

(b) If you are using the Material Inspection and Receiving Report (DD 250), use one of the following methods to send each DD 250 pertaining to this contract to us:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a

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single transmission, but they must all be against the same contract. These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F. The DD250 form may be found, in three different formats, on the World Wide Web at <http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

(c) If you are using Wide Area Workflow (WAWF) instead of DD 250s, we may require copies of the WAWF Receiving Report, Bills of Lading, or other documentation to resolve delinquencies, payment issues, or other administrative issues. If this documentation is requested, use the same email address or fax number shown in paragraph (b) above to submit the information. No copies of the WAWF Receiving Report are required unless specifically requested by the PCO, buyer, or other appropriate government official.

[End of Clause]

H.1 Option for Additional Service. The Government shall have the right to exercise options for up to two additional years of the service set forth in Section C.

H.1.1 Option Amount. The Government shall not exercise an option for less than the minimum number of hours, nor more than the maximum number of hours, set forth in Section B for a given option year.

H.1.2 Option Exercise.

H.1.2.1 Option Exercise Period. If the Government intends to exercise any of the option for a given option year, it must exercise the option for that year at least 15 days prior to the completion of the performance period in effect at that time (i.e. the basic year for exercise of the first year option, and the first year option for exercise of the second year option).

H.1.2.2 Partial Option Exercise. When initially exercising the option for a year, the Government must exercise at least the minimum number of hours of service designated for that option year.

H.1.2.3 Unilateral Option Exercise. The Government shall have the unilateral right to modify the contract to exercise each year's option, provided that it is timely and does not exceed the maximum hours of service available for that year's option, at the option price shown in Section B of the contract for that year's option.

H.2 Ordering Additional Effort. The Government may order additional hours of the effort set forth in Section C after the initial contract award, or after the initial exercise of an option.

H.2.1 Orders will be made in increments of not less than 100 hours.

H.2.2 Orders will not be made that bring the total number of hours on a CLIN to more than the maximum number hours available for that CLIN as shown in Section B.

H.3 Minimum and maximum number of hours.

H.3.1 At no time will the contract be awarded for less than the minimum number of hours set forth on each CLIN in Section B, and in aggregate below.

H.3.2 The contract will not be awarded, including orders for additional effort, for more than the maximum number of hours set forth on each CLIN in Section B, and in aggregate below.

	Minimum Hours	Maximum Hours
Initial Year	2,400	4,000
First Year Option	500	4,000
Second Year Option	500	4,000

Regardless of the sum of the maximum hours on the CLINs, the maximum number of hours for each year is as shown above.

*** END OF NARRATIVE H 0001 ***

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SECTION I - CONTRACT CLAUSES

	Regulatory Cite	Title	Date
I-1	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-2	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-3	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-4	52.232-20	LIMITATION OF COST	APR/1984
I-5	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-6	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-7	52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB/1997
I-8	252.232-7010	LEVIES ON CONTRACT PAYMENTS	SEP/2005
I-9	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	AUG/2006

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

[] (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

[] (4) [Reserved]

(5)

[] (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-6.

[] (iii) Alternate II (Mar 2004) of 52.219-6.

(6)

[](i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

[] (ii) Alternate I (Oct 1995) of 52.219-7.

[] (iii) Alternate II (Mar 2004) of 52.219-7.

[X] (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)

[] (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005)(15 U.S.C. 637 (d)(4)).

[] (ii) Alternate I (Oct 2001) of 52.219-9.

[] (iii) Alternate II (Oct 2001) of 52.219-9.

[] (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

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(10)

[] (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[] (ii) Alternate I (June 2003) of 52.219-23.

[] (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

[X] (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

[X] (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

[X] (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

[X] (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

[X] (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

[X] (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

[X] (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(22)

[] (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

[] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[] (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

(24)

[] (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2006)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

[] (ii) Alternate I (Jan 2004) of 52.225-3.

[] (iii) Alternate II (Jan 2004) of 52.225-3.

[] (25) 52.225-5, Trade Agreements (Jan 2006)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

[] (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

[] (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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- [X] (31) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- [] (32) 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- [] (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- [] (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).
- (35)

- [] (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).
- [] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- [X] (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).
- [X] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- [X] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- [] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e)
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
 - (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible

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Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[End of Clause]

I-10	52.216-18	ORDERING	OCT/1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the Date of Contract Award through three years after date of contract award.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

[End of Clause]

I-11	52.216-22	INDEFINITE QUANTITY	OCT/1995
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(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after three years after contract award.

[End of Clause]

I-12	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JUL/2006
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(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

[X] 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

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(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- ☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- ☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- ☐ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
- ☐ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- ☐ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- ☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- ☐ 252.225-7021 Trade Agreements (DEC 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☒ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- ☒ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- ☐ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (☐ Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- ☒ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- ☐ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- ☒ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
- ☐ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
- ☒ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- ☐ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (☐ Alternate I) (MAR 2000) (☐ Alternate II) (MAR 2000) (☐ Alternate III) (MAY 2002) (10 U.S.C. 2631).
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).
- 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

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252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

[End of Clause]

I-13 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS SEP/2005

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

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(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

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(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

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I-14 252.229-7011 REPORTING OF FOREIGN TAXES--U.S. ASSISTANCE PROGRAMS SEP/2005

(a) Definition. Commodities, as used in this clause, means any materials, articles, supplies, goods, or equipment.

(b) Commodities acquired under this contract shall be exempt from all value added taxes and customs duties imposed by the recipient country. This exemption is in addition to any other tax exemption provided through separate agreements or other means.

(c) The Contractor shall inform the foreign government of the tax exemption, as documented in the Letter of Offer and Acceptance, country-to-country agreement, or interagency agreement.

(d) If the foreign government or entity nevertheless imposes taxes, the Contractor shall promptly notify the Contracting Officer and shall provide documentation showing that the foreign government was apprised of the tax exemption in accordance with paragraph (c) of this clause.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for commodities that exceed \$500.

[End of Clause]

I-15 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

I-16 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION MAR/2005
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the website:
<http://contracting.tacom.army.mil/ebidnotice.htm>

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST			

CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO: A001 B. EXHIBIT: A C. CATEGORY:
D. SYSTEM/ITEM: E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO A001
2. TITLE OF DATA ITEM: Contract Status Report
3. SUBTITLE:
4. AUTHORITY
5. CONTRACT REFERENCE: Contract paragraph C.5
6. REQUIRING OFFICE: AMSTA-PM-LAV
7. DD250 REQ: no 8. APP CODE: 9. DIST. STATEMENT REQUIRED: No
10. FREQUENCY: See Block 16 11. AS OF DATE: See Block 16
12. DATE OF FIRST SUB: See Blk 16 13. DATE OF SUBS.SUB: See Block 16

14. DISTRIBUTION a. ADDRESSEES; See Block 16 B. COPIES none DRAFT FINAL as req
TOTAL: As req

16. REMARKS: The Contractor shall submit the Contract Status Report, in contractor format, once each month for the life of the contract. The first submittal shall be required by the 15th of the month following the first calendar month after award of the contract*, and on the 15th of each subsequent month. The Report shall be submitted to TACOM, AMSTA-PM-LAV. The report shall be submitted via e-mail to Douglas Cleveland at douglas.cleveland@us.army.mil unless the Contractor is notified otherwise.
*If the contract was awarded on 10 June, the first submittal would be due on 15 August.